

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X  
GOVERNMENT EMPLOYEES INSURANCE  
COMPANY, GEICO INDEMNITY COMPANY,  
GEICO GENERAL INSURANCE COMPANY and  
GEICO CASUALTY COMPANY,

Plaintiffs,

- against -

WELLMART RX, INC.,  
SIMON DAVYDOV,  
RUSLAN NEKTALOV A/K/A RUSS NEKTA,  
MICHAEL JACOBI, M.D.,  
JOANNE MAGRO, M.D.,  
CONRAD CEAN, M.D.,  
DENNY RODRIGUEZ, M.D.,  
ANDREW PATRICK, M.D.,  
RAFAEL DELACRUZ-GOMEZ, M.D.,  
RADHA GARA, M.D.,  
VIVIANE ETIENNE, M.D.,  
MIHAELA DAJDEA, P.A.,  
CLAUDIA GERIS, P.A.,  
CARLINE BOUBERT, P.A., AND  
JOHN DOE NOS. "1" THROUGH "5,"

Defendants.

**19-cv-4414(KAM)(RLM)**

**WELLMART RX, INC.,  
SIMON DAVYDOV, AND  
RUSLAN NEKTALOV A/K/A  
RUSS NEKTA'S ANSWER**

**JURY TRIAL DEMANDED**

-----X  
WELLMART RX, INC., SIMON DAVYDOV and RUSLAN NEKTALOV A/K/A  
RUSS NEKTA, ("Defendants") by and through their attorneys, HARFENIST KRAUT &  
PERLSTEIN, LLP, answering the Plaintiffs' complaint, allege as follows:

1. The Defendants deny the allegations contained in paragraph "1" of the  
complaint.

2. The Defendants deny the allegations contained in paragraph “2” of the complaint.

3. The Defendants deny the allegations contained in paragraph “3” of the complaint.

4. The Defendants deny the allegations contained in paragraph “4” of the complaint.

5. The Defendants deny the allegations contained in paragraph “5” of the complaint.

6. The Defendants deny the allegations contained in paragraph “6” of the complaint.

7. The Defendants deny the allegations contained in paragraph “7” of the complaint, but admit that Davydov and Nektalov are the owners of Wellmart Rx.

8. The Defendants deny the allegations contained in paragraph “8” of the complaint.

9. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “9” of the complaint.

10. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “10” of the complaint.

11. The Defendants admit the allegations contained in paragraph “11” of the

complaint.

12. The Defendants deny the allegations contained in paragraph “12” of the complaint.

13. The Defendants deny the allegations contained in paragraph “13” of the complaint, but admit Wellmart Rx engages in pharmaceutical compounding activities.

14. The Defendants admit the allegations contained in paragraph “14” of the complaint, but admit Wellmart Rx is registered with New York State as a pharmacy.

15. The Defendants deny the allegations contained in paragraph “15” of the complaint.

16. The Defendants deny the allegations contained in paragraph “16” of the complaint.

17. The Defendants admit the allegations contained in paragraph “17” of the complaint.

18. The Defendants admit the allegations contained in paragraph “18” of the complaint.

19. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “19” of the complaint.

20. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “20” of the complaint.

21. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “21” of the complaint.

22. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “22” of the complaint.

23. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “23” of the complaint.

24. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “24” of the complaint.

25. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “25” of the complaint.

26. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “26” of the complaint.

27. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “27” of the complaint.

28. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “28” of the complaint.

29. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “29” of the complaint.

30. The Defendants deny the allegations contained in paragraph “30” of the

complaint.

31. The Defendants deny the allegations contained in paragraph “31” of the complaint, but admit Davydov along with Defendant Dr. Jacobi, is a named defendant in another matter pending before this Court.

32. The Defendants admit the allegations contained in paragraph “32” of the complaint.

33. The Defendants admit the allegations contained in paragraph “33” of the complaint.

34. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “34” of the complaint.

35. The Defendants deny the allegations contained in paragraph “35” of the complaint, but admit that it contains a summary of some general principles of law.

36. The Defendants deny the allegations contained in paragraph “36” of the complaint, but admit that it contains a summary of some general principles of law.

37. The Defendants deny the allegations contained in paragraph “37” of the complaint, but admit that it contains a summary of some general principles of law.

38. The Defendants deny the allegations contained in paragraph “38” of the complaint, but admit that it contains a summary of some general principles of law.

39. The Defendants deny the allegations contained in paragraph “39” of the

complaint, but admit that it contains a summary of some general principles of law.

40. The Defendants deny the allegations contained in paragraph “40” of the complaint, but admit that it contains a summary of some general principles of law.

41. The Defendants deny the allegations contained in paragraph “41” of the complaint, but admit that it contains a summary of some general principles of law.

42. The Defendants deny the allegations contained in paragraph “42” of the complaint, but admit that it contains a summary of some general principles of law.

43. The Defendants deny the allegations contained in paragraph “43” of the complaint, but admit that it contains a summary of some general principles of law.

44. The Defendants deny the allegations contained in paragraph “44” of the complaint, but admit that it contains a summary of some general principles of law.

45. The Defendants deny the allegations contained in paragraph “45” of the complaint, but admit that it contains a summary of some general principles of law.

46. The Defendants deny the allegations contained in paragraph “46” of the complaint, but admit that it contains a summary of some general principles of law.

47. The Defendants deny the allegations contained in paragraph “47” of the complaint, but admit that it contains a summary of some general principles of law.

48. The Defendants deny the allegations contained in paragraph “48” of the complaint, but admit that it contains a summary of some general principles of law.

49. The Defendants deny the allegations contained in paragraph “49” of the complaint, but admit that it contains a summary of some general principles of law.

50. The Defendants deny the allegations contained in paragraph “50” of the complaint, but admit that it contains a summary of some general principles of law.

51. The Defendants deny the allegations contained in paragraph “51” of the complaint.

52. The Defendants deny the allegations contained in paragraph “52” of the complaint.

53. The Defendants deny the allegations contained in paragraph “53” of the complaint.

54. The Defendants deny the allegations contained in paragraph “54” of the complaint.

55. The Defendants admit the allegations contained in paragraph “55” of the complaint.

56. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “56” of the complaint.

57. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “57” of the complaint.

58. The Defendants deny knowledge and information sufficient to form a belief as

to the allegations contained in paragraph “58” of the complaint.

59. The Defendants deny the allegations contained in paragraph “59” of the complaint.

60. The Defendants deny the allegations contained in paragraph “60” of the complaint.

61. The Defendants deny the allegations contained in paragraph “61” of the complaint.

62. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “62” of the complaint.

63. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “63” of the complaint.

64. The Defendants deny the allegations contained in paragraph “64” of the complaint.

65. The Defendants deny the allegations contained in paragraph “65” of the complaint.

66. The Defendants deny the allegations contained in paragraph “66” of the complaint.

67. The Defendants deny the allegations contained in paragraph “67” of the complaint.

68. The Defendants deny the allegations contained in paragraph “68” of the complaint, but admit that it contains a recitation of some general principles of medicine, the worker’s compensation fee schedule or CPT manual.

69. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “69” of the complaint.

70. The Defendants deny the allegations contained in paragraph “70” of the complaint.

71. The Defendants deny the allegations contained in paragraph “71” of the complaint.

72. The Defendants deny the allegations contained in paragraph “72” of the complaint.

73. The Defendants deny the allegations contained in paragraph “73” of the complaint.

74. The Defendants deny the allegations contained in paragraph “74” of the complaint.

75. The Defendants deny the allegations contained in paragraph “75” of the complaint.

76. The Defendants deny the allegations contained in paragraph “76” of the complaint.

77. The Defendants deny the allegations contained in paragraph “77” of the complaint.

78. The Defendants deny the allegations contained in paragraph “78” of the complaint.

79. The Defendants deny the allegations contained in paragraph “79” of the complaint.

80. The Defendants deny the allegations contained in paragraph “80” of the complaint.

81. The Defendants deny the allegations contained in paragraph “81” of the complaint.

82. The Defendants deny the allegations contained in paragraph “82” of the complaint.

83. The Defendants deny the allegations contained in paragraph “83” of the complaint.

84. The Defendants deny the allegations contained in paragraph “84” of the complaint.

85. The Defendants deny the allegation contained in paragraph “85” of the complaint.

86. The Defendants deny the allegations contained in paragraph “86” of the

complaint.

87. The Defendants deny the allegations contained in paragraph “87” of the complaint.

88. The Defendants deny the allegations contained in paragraph “88” of the complaint, but admit that it contains a summary of some general principles of law.

89. The Defendants deny the allegations contained in paragraph “89” of the complaint but admit that it contains a summary of some general principles of law.

90. The Defendants deny the allegations contained in paragraph “90” of the complaint, but admit it contains a summary of some general principles of law.

91. The Defendants deny the allegations contained in paragraph “91” of the complaint.

92. The Defendants deny the allegations contained in paragraph “92” of the complaint.

93. The Defendants deny the allegations contained in paragraph “93” of the complaint.

94. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “94” of the complaint.

95. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “95” of the complaint.

96. The Defendants deny the allegations contained in paragraph “96” of the complaint.

97. The Defendants deny the allegations contained in paragraph “97” of the complaint.

98. The Defendants deny the allegations contained in paragraph “98” of the complaint.

99. The Defendants deny the allegations contained in paragraph “99” of the complaint.

100. The Defendants deny the allegations contained in paragraph “100” of the complaint.

101. The Defendants deny the allegations contained in paragraph “101” of the complaint.

102. The Defendants deny the allegations contained in paragraph “102” of the complaint.

103. The Defendants deny the allegations contained in paragraph “103” of the complaint.

104. The Defendants deny the allegations contained in paragraph “104” of the complaint.

105. The Defendants deny the allegations contained in paragraph “105” of the

complaint.

106. The Defendants deny the allegations contained in paragraph “106” of the complaint.

107. The Defendants deny the allegations contained in paragraph “107” of the complaint.

108. The Defendants deny the allegations contained in paragraph “108” of the complaint.

109. The Defendants deny the allegations contained in paragraph “109” of the complaint.

110. The Defendants deny the allegations contained in paragraph “110” of the complaint.

111. The Defendants deny the allegations contained in paragraph “111” of the complaint.

112. The Defendants deny the allegations contained in paragraph “112” of the complaint.

113. The Defendants deny the allegations contained in paragraph “113” of the complaint, but admit the Pharmacy Defendants produce, market and dispense Compounded Pain Cream.

114. The Defendants deny the allegations contained in paragraph “114” of the

complaint.

115. The Defendants deny the allegations contained in paragraph “115” of the complaint.

116. The Defendants deny the allegations contained in paragraph “116” of the complaint.

117. The Defendants deny the allegations contained in paragraph “117” of the complaint.

118. The Defendants deny the allegations contained in paragraph “118” of the complaint.

119. The Defendants deny the allegations contained in paragraph “119” of the complaint.

120. The Defendants deny the allegations contained in paragraph “120” of the complaint.

121. The Defendants deny the allegations contained in paragraph “121” of the complaint.

122. The Defendants deny the allegations contained in paragraph “122” of the complaint.

123. The Defendants deny the allegations contained in paragraph “123” of the complaint.

124. The Defendants deny the allegations in paragraph “124” of the complaint.

125. Defendants deny the allegations contained in paragraph “125” of the complaint.

126. The Defendants deny the allegations contained in paragraph “126” of the complaint, but admit Wellmart Rx also dispenses compounded pain cream products to patients with other types of insurance.

127. The Defendants deny the allegations contained in paragraph “127” of the complaint.

128. The Defendants deny the allegations contained in paragraph “128” of the complaint.

129. The Defendants deny the allegations contained in paragraph “129” of the complaint.

130. The Defendants deny the allegations contained in paragraph “130” of the complaint.

131. The Defendants deny the allegations contained in paragraph “131” of the complaint, but admit that it contains a summary of some general principles of law.

132. The Defendants deny the allegations contained in paragraph “132” of the complaint.

133. The Defendants deny the allegations contained in paragraph “133” of the complaint.

134. The Defendants deny the allegations contained in paragraph “134” of the complaint, but admit that it contains a recitation of some general principles of medicine, the worker’s compensation fee schedule or CPT manual.

135. The Defendants deny the allegations contained in paragraph “135” of the complaint but admit that it contains a recitation of some general principles of medicine, the worker’s compensation fee schedule or CPT manual.

136. The Defendants deny the allegations contained in paragraph “136” of the complaint.

137. The Defendants deny the allegations contained in paragraph “137” of the complaint.

138. The Defendants deny the allegations contained in paragraph “138” of the complaint.

139. The Defendants deny the allegations contained in paragraph “139” of the complaint, but admit that it contains a recitation of some general principles of medicine, the worker’s compensation fee schedule or CPT manual.

140. The Defendants deny the allegations contained in paragraph “140” of the complaint, but admit that it contains a recitation of some general principles of medicine, the worker’s compensation fee schedule or CPT manual.

141. The Defendants deny the allegations contained in paragraph “141” of the

complaint, but admit that it contains a recitation of some general principles of medicine, the worker's compensation fee schedule or CPT manual.

142. The Defendants deny the allegations contained in paragraph "142" of the complaint.

143. The Defendants deny the allegations contained in paragraph "143" of the complaint.

144. The Defendants deny the allegations contained in paragraph "144" of the complaint.

145. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph "145" of the complaint.

146. The Defendants deny the allegations contained in paragraph "146" of the complaint.

147. The Defendants deny the allegations contained in paragraph "147" of the complaint.

148. The Defendants deny the allegations contained in paragraph "148" of the complaint.

149. The Defendants deny the allegations contained in paragraph "149" of the complaint.

150. The Defendants deny the allegations contained in paragraph "150" of the

complaint.

151. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “151” of the complaint.

152. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “152” of the complaint.

153. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “153” of the complaint.

154. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “154” of the complaint.

155. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “155” of the complaint.

156. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “156” of the complaint.

157. The Defendants deny the allegations contained in paragraph “157” of the complaint.

158. The Defendants deny the allegations contained in paragraph “158” of the complaint.

159. The Defendants deny the allegations contained in paragraph “159” of the complaint.

160. The Defendants deny the allegations contained in paragraph “160” of the complaint.

161. The Defendants deny the allegations contained in paragraph “161” of the complaint but admit that it contains a recitation of some general principles of medicine, the worker’s compensation fee schedule or CPT manual.

162. The Defendants deny the allegations contained in paragraph “162” of the complaint, but admit that it contains a recitation of some general principles of medicine, the worker’s compensation fee schedule or CPT manual.

163. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “163” of the complaint.

164. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “164” of the complaint.

165. The Defendants deny the allegations contained in paragraph “165” of the complaint.

166. The Defendants deny the allegations contained in paragraph “166” of the complaint.

167. The Defendants deny the allegations contained in paragraph “167” of the complaint.

168. The Defendants deny knowledge and information sufficient to form a belief as

to the allegations contained in paragraph “168” of the complaint.

169. The Defendants deny the allegations contained in paragraph “169” of the complaint.

170. The Defendants deny the allegations contained in paragraph “170” of the complaint.

171. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “171” of the complaint.

172. The Defendants deny the allegations contained in paragraph “172” of the complaint.

173. The Defendants deny knowledge and information sufficient to form a belief as to the allegations contained in paragraph “173” of the complaint.

174. The Defendants deny the allegations contained in paragraph “174” of the complaint, but admit Pharmacy Defendants dispense various pain patches.

175. The Defendants deny the allegations contained in paragraph “175” of the complaint.

176. The Defendants deny the allegations contained in paragraph “176” of the complaint, but admit that the Pharmacy Defendants dispense and bill for Terocin 4% patches.

177. The Defendants deny the allegations contained in paragraph “177” of the

complaint.

178. The Defendants deny the allegations contained in paragraph “178” of the complaint.

179. The Defendants deny the allegations contained in paragraph “179” of the complaint

180. The Defendants deny the allegations contained in paragraph “180” of the complaint.

181. The Defendants deny the allegations contained in paragraph “181” of the complaint.

182. The Defendants deny the allegations contained in paragraph “182” of the complaint, but admit that it contains a recitation of some general principles of medicine, the workers compensation fee schedule or CPT manual.

183. The Defendants admit the allegations contained in paragraph “183” of the complaint, but admit that it contains a recitation of some general principles of medicine, the workers compensation fee schedule or CPT manual.

184. The Defendants deny the allegations contained in paragraph “184” of the complaint.

185. The Defendants deny the allegations contained in paragraph “185” of the complaint.

186. The Defendants deny the allegations contained in paragraph “186” of the complaint.

187. The Defendants deny the allegations contained in paragraph “187” of the complaint.

188. The Defendants deny the allegations contained in paragraph “188” of the complaint.

189. The Defendants deny the allegations contained in paragraph “189” of the complaint.

190. The Defendants deny the allegations contained in paragraph “190” of the complaint.

191. The Defendants deny the allegations contained in paragraph “191” of the complaint.

192. The Defendants deny the allegations contained in paragraph “192” of the complaint.

193. The Defendants deny the allegations contained in paragraph “193” of the complaint.

194. The Defendants deny the allegations contained in paragraph “194” of the complaint.

195. The Defendants deny the allegations contained in paragraph “195” of the

complaint.

196. The Defendants deny the allegations contained in paragraph “196” of the complaint.

197. The Defendants deny the allegations contained in paragraph “197” of the complaint.

198. The Defendants deny the allegations contained in paragraph “198” of the complaint.

199. The Defendants deny the allegations contained in paragraph “199” of the complaint.

200. The Defendants admit the allegations contained in paragraph “200” of the complaint.

201. The Defendants admit the allegations contained in paragraph “201” of the complaint.

202. The Defendants admit the allegations contained in paragraph “202” of the complaint.

203. The Defendants deny the allegations contained in paragraph “203” of the complaint, but admit that it contains a summary of some general principles of law.

204. The Defendants deny the allegations contained in paragraph “204” of the complaint.

205. The Defendants deny the allegations contained in paragraph “205” of the complaint, but admit that it contains a summary of some general principles of law.

206. The Defendants deny the allegations contained in paragraph “206” of the complaint.

207. The Defendants deny the allegations contained in paragraph “207” of the complaint.

208. The Defendants deny the allegations contained in paragraph “208” of the complaint.

209. The Defendants deny the allegations contained in paragraph “209” of the complaint.

210. The Defendants deny the allegations contained in paragraph “210” of the complaint.

211. The Defendants deny the allegations contained in paragraph “211” of the complaint.

212. The Defendants deny the allegations contained in paragraph “212” of the complaint.

213. The Defendants deny the allegations contained in paragraph “213” of the complaint.

214. The Defendants deny the allegations contained in paragraph “214” of the

complaint.

215. The Defendants deny the allegations contained in paragraph “215” of the complaint.

216. The Defendants deny the allegations contained in paragraph “216” of the complaint.

217. The Defendants deny the allegations contained in paragraph “217” of the complaint.

218. The Defendants deny the allegations contained in paragraph “218” of the complaint.

219. The Defendants deny the allegations contained in paragraph “219” of the complaint.

220. The Defendants deny the allegations contained in paragraph “220” of the complaint.

221. The Defendants deny the allegations contained in paragraph “221” of the complaint.

222. The Defendants deny the allegations contained in paragraph “222” of the complaint, but admit GEICO is under statutory and contractual obligations to promptly and fairly process claims within 30 days.

223. The Defendants deny the allegations contained in paragraph “223” of the

complaint.

### **ANSWERING THE FIRST CAUSE OF ACTION**

224. As for an answer to paragraph “224” of the complaint, Defendants repeat and reallege all responses contained in paragraphs 1-through 223 of this answer as if more fully set forth hereat.

225. The Defendants deny the allegations contained in paragraph “225” of the complaint and leave all questions of law to be determined by the Court at the time of trial.

226. The Defendants deny the allegations contained in paragraph “226” of the complaint and leave all questions of law to be determined by the Court at the time of trial.

227. The Defendants deny all allegations contained in paragraph “227” of the complaint.

### **ANSWERING THE SECOND CAUSE OF ACTION**

228. As for an answer to paragraph “228” of the complaint, Defendants repeat and reallege all responses contained in paragraphs 1-through 227 of this answer as if more fully set forth hereat.

229. The Defendants deny the allegations contained in paragraph “229” of the complaint.

230. The Defendants deny the allegations contained in paragraph “230” of the complaint.

231. The Defendants deny the allegations contained in paragraph “231” of the complaint.

232. The Defendants deny the allegations contained in paragraph “232” of the complaint.

233. The Defendants deny the allegations contained in paragraph “233” of the complaint.

234. The Defendants deny the allegations contained in paragraph “234” of the complaint.

### **ANSWERING THE THIRD CAUSE OF ACTION**

235. As for an answer to paragraph “235” of the complaint, Defendants repeat and reallege all responses contained in paragraphs 1-through 234 of this answer as if more fully set forth hereat.

236. The Defendants deny the allegations contained in paragraph “236” of the complaint.

237. The Defendants deny the allegations contained in paragraph “237” of the complaint.

238. The Defendants deny the allegations contained in paragraph “238” of the complaint.

239. The Defendants deny the allegations contained in paragraph “239” of the

complaint.

240. The Defendants deny the allegations contained in paragraph “240” of the complaint.

241. The Defendants deny the allegations contained in paragraph “241” of the complaint.

#### **ANSWERING THE FOURTH CAUSE OF ACTION**

242. As and for an answer to paragraph “242” of the complaint, Defendants repeat and reallege all responses contained in paragraphs 1 through 241 of this answer as if more fully set forth hereat.

243. The Defendants deny the allegations contained in paragraph “243” of the complaint.

244. The Defendants deny the allegations contained in paragraph “244” of the complaint.

245. The Defendants deny the allegations contained in paragraph “245” of the complaint.

246. The Defendants deny the allegations contained in paragraph “246” of the complaint.

247. The Defendants deny the allegations contained in paragraph “247” of the complaint.

248. The Defendants deny the allegations contained in paragraph “248” of the complaint.

### **ANSWERING THE FIFTH CAUSE OF ACTION**

249. As for an answer to paragraph “249” of the complaint, Defendants repeat and reallege all responses contained in paragraphs 1-through 248 of this answer as if more fully set forth hereat.

250. The Defendants deny the allegations contained in paragraph “250” of the complaint.

251. The Defendants deny the allegations contained in paragraph “251” of the complaint.

252. The Defendants deny the allegations contained in paragraph “252” of the complaint.

253. The Defendants deny the allegations contained in paragraph “253” of the complaint.

254. The Defendants deny the allegations contained in paragraph “254” of the complaint.

255. The Defendants deny the allegations contained in paragraph “255” of the complaint.

256. The Defendants deny the allegations contained in paragraph “256” of the

complaint.

### **ANSWERING THE SIXTH CAUSE OF ACTION**

257. As for an answer to paragraph “257” of the complaint, Defendants repeat and reallege all responses contained in paragraphs 1-through 256 of this answer as if more fully set forth hereat.

258. The Defendants deny the allegations contained in paragraph “258” of the complaint.

259. The Defendants deny the allegations contained in paragraph “259” of the complaint.

260. The Defendants deny the allegations contained in paragraph “260” of the complaint.

261. The Defendants deny the allegations contained in paragraph “261” of the complaint.

262. The Defendants deny the allegations contained in paragraph “262” of the complaint.

263. The Defendants deny the allegations contained in paragraph “263” of the complaint.

264. The Defendants deny the allegations contained in paragraph “264” of the complaint.

265. The Defendants deny the allegations contained in paragraph “265” of the complaint and leave all questions of law for the Court to determine at the time of trial.

266. The Defendants deny the allegations contained in paragraph “266” of the complaint and leave all questions of law for the Court to determine at the time of trial.

**AS AND FOR DEFENDANTS’  
FIRST AFFIRMATIVE DEFENSE**

267. The Complaint fails to state a cause of action against the answering Defendants.

**AS AND FOR DEFENDANTS’  
SECOND AFFIRMATIVE DEFENSE**

268. The actions taken by the Defendants were made in good faith, without malice and in conformity with any and all applicable laws.

**AS AND FOR DEFENDANTS’  
THIRD AFFIRMATIVE DEFENSE**

269. The actions complained of were in full accord with applicable State and Federal law.

**AS AND FOR DEFENDANTS’  
FOURTH AFFIRMATIVE DEFENSE**

270. All or part of the Plaintiffs’ claims are barred by the doctrine of unclean hands.

**AS AND FOR DEFENDANTS’  
FIFTH AFFIRMATIVE DEFENSE**

271. All or part of the Plaintiffs’ claims are barred by the doctrines of res judicata

and/or collateral estoppel.

**AS AND FOR DEFENDANTS’  
SIXTH AFFIRMATIVE DEFENSE**

272. Any and all reliance by the Plaintiffs was unreasonable as a matter of law.

**AS AND FOR DEFENDANTS’  
SEVENTH AFFIRMATIVE DEFENSE**

273. All or part of the Plaintiffs’ claims are barred by the doctrine of laches.

**AS AND FOR DEFENDANTS’  
EIGHTH AFFIRMATIVE DEFENSE**

274. All or part of the Plaintiffs’ claims are barred by the statute of limitations.

**AS AND FOR DEFENDANTS’  
NINTH AFFIRMATIVE DEFENSE**

275. All or part of the Plaintiffs’ claims are barred by the doctrine of arbitration and award.

**AS AND FOR DEFENDANTS’  
TENTH AFFIRMATIVE DEFENSE**

276. The complaint fails to state a cause of action as it fails to properly allege all requisite elements of a RICO conspiracy under 18 USC §1962(c).

**AS AND FOR DEFENDANTS'  
ELEVENTH AFFIRMATIVE DEFENSE**

277. The complaint fails to state a cause of action as it fails to properly allege all requisite elements of a RICO conspiracy under 18 USC §1962(d).

**WHEREFORE**, the Defendants demands judgment dismissing plaintiffs' complaint in its entirety along with the costs and disbursements of this action.

Dated: Lake Success, New York  
September 18, 2019

Yours etc.,  
HARFENIST KRAUT & PERLSTEIN, LLP  
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